



but not paid, under an account or contract entered into by the parties.<sup>1</sup> Thus, this judicial district is that in which a substantial part of the events or omissions giving rise to the claim occurred; i.e., failure to pay the Note.

### **FACTS**

5. On or about January 28, 2018, Defendant executed the Note in favor of Plaintiff, a true and accurate copy of which is attached hereto as Exhibit A.

6. The Note was in the principal amount of \$200,000, payable on or before February 1, 2019, and bore interest at a rate of 12% per annum, payable quarterly on the first day of every April, July, October, and January after its execution.

7. The Note provided for a default interest rate of 15% per annum in the event of its default.

8. The Note matured nearly four years ago, and Defendant has made no efforts to repay the principal balance thereof.

9. Defendant made only the first interest payment due on the Note in April of 2018.

10. Despite repeated demands by Plaintiff upon Defendant that the Note be repaid, Defendant has failed and refused to do so.

11. The Note contains a provision that Plaintiff shall recover his attorney fees and expenses in the event of its breach by Defendant.

### **COUNT ONE (ACCOUNT)**

12. Plaintiff realleges and incorporates all the allegations contained in the preceding paragraphs as if fully rewritten herein.

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<sup>1</sup> *Soloman v. Excel Marketing, Inc.* (1996), 114 Ohio App.3d 20, 25-26, 682 N.E.2d 724; *Lorenz Equip. Co. v. Ultra Builders, Inc.* (Feb. 23, 1993), 10th Dist. No. 92AP-1445; *Janet's Reporting & Video Serv. v. Rauchman* (May 29, 1990), 12th Dist. No. CA89-10-150.

13. Defendant owes Plaintiff the amount of \$337,552.58 through January 1, 2023 on Account, attached hereto as Exhibit B.

COUNT TWO (BREACH OF CONTRACT)

14. Plaintiff realleges and incorporates all the allegations contained in the preceding paragraphs as if fully rewritten herein.

15. Defendant's failure to make full payment on the Note he signed in favor of Plaintiff constitutes a breach of the Contract between the parties.

16. As a result of the breach by Defendant, Plaintiff has been damaged in the amount of \$337,552.58 through January 1, 2023, in addition to the costs, fees and expenses incurred in pursuing this action (which will be proven at trial).

COUNT THREE (QUANTUM MERUIT QUANTUM VALEBANT)

17. Plaintiff realleges and incorporates all the allegations contained in the preceding paragraphs as if fully rewritten herein.

18. Defendant owes Plaintiff the sum of \$337,552.58 through January 1, 2023 pursuant to the equitable doctrines of *quantum meruit* and/or *quantum valebant*.

COUNT FOUR (PROMISSORY ESTOPPEL)

19. Plaintiff realleges and incorporates all the allegations contained in the preceding paragraphs as if fully rewritten herein.

20. Defendant represented to Plaintiff that Defendant would repay the loan requested by Defendant.

21. Plaintiff reasonably relied upon Defendant's representations regarding payment, and Plaintiff was induced thereby to provide the monies to Defendant to Plaintiff's detriment.

22. As a result of the foregoing conduct, Defendant is liable to Plaintiff for the monies provided in the amount of \$337,552.58 through January 1, 2023.

**WHEREFORE**, Plaintiff demands judgment against Defendant in the amount of \$337,552.58 through January 1, 2023, plus costs, attorney fees and expenses incurred, plus interest at the contractual rate of 15% until the judgment is paid in full, and any other legal and/or equitable relief deemed appropriate by this Court.

Respectfully submitted,

/s/ Jeffrey M. Lewis  
Jeffrey M. Lewis (0021780) (Trial Attorney)  
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Borrower: Brian Lovelace

Address: 24061 State Route 180; Rockbridge, OH 43149

Lender: Erik O. Thompson

Address: 6760 Perimeter Drive; Dublin, OH 43016

Principal Amount: \$200,000.00

- 1) For value received, the Borrower promises to pay to the Lender at such address as may be provided in writing to the Borrower, the principal sum of \$200,000.00 USD, with interest on the unpaid principal at a rate of 12.0% per annum, payable quarterly on the first day of every April, July, October and January.
- 2) The Note will be repaid in full (plus accrued interest) on February 1<sup>st</sup> 2019.
- 3) At any time while not in default under the Note, the Borrower may pay the outstanding balance then owing under this Note to the Lender without further bonus or penalty.
- 4) All costs, expenses and expenditures without limitation, the legal cost incurred by the Lender in enforcing this note as a result of any default by the Borrower will be added to the principal then outstanding and will be immediately paid by the Borrower. In the case of the Borrower's default and the acceleration of the amount due by the Lender all amounts outstanding under this Note will bear interest at the rate of 15.0% per annum from the date of the demand until paid.
- 5) If any term, covenant, condition or provision of this Note is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by the court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
- 6) This Note will be construed in accordance with and governed by the laws of the State of Ohio.
- 7) This Note will ensure the benefits of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrower and the Lender. The Borrower waives presentment of payment, notice of non-payment, protest and notice of protest.

IN WITNESS WHEREOF the parties have duly affixed their signatures under this \_\_\_\_\_ day of January, 2018.

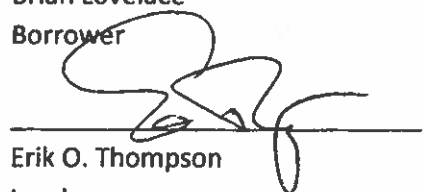
**SIGNED, SEALED, AND DELIVERED**

This \_\_\_\_\_ day of January 28, 2018



Brian Lovelace

Borrower



Erik O. Thompson

Lender

EXHIBIT A

**BRIAN LOVELACE PROMISSORY NOTE****DATED JANUARY 28, 2018****DUE FEBRUARY 1, 2019****12% PER ANNUM****15% PER ANNUM DEFAULT RATE AS OF FEBRUARY 1, 2019**

<b>DATE</b>	<b>PRINCIPAL</b>	<b>INTEREST</b>	<b>PAYMENTS</b>	<b>BALANCE DUE</b>
01/28/2018	\$200,000.00	\$0		\$200,000.00
04/01/2018	200,000.00	4076.00	4076.00	200,000.00
07/01/2018	200,000.00	5983.56		205,983.56
10/01/2018	200,000.00	6049.32		212,032.88
01/01/2019	200,000.00	6049.32		218,082.20
02/01/2019	200,000.00	2038.36		220,120.56
04/01/2019	200,000.00	4849.32		224,969.88
07/01/2019	200,000.00	7479.45		232,449.33
10/01/2019	200,000.00	7561.64		240,010.97
01/01/2020	200,000.00	7561.64		247,572.61
04/01/2020	200,000.00	7397.26		254,969.87
07/01/2020	200,000.00	7479.45		262,449.32
10/01/2020	200,000.00	7561.64		270,010.96
01/01/2021	200,000.00	7561.64		277,572.60
04/01/2021	200,000.00	7397.26		284,969.86
07/01/2021	200,000.00	7479.45		292,449.31
10/01/2021	200,000.00	7561.64		300,010.95
01/01/2022	200,000.00	7561.64		307,572.59
04/01/2022	200,000.00	7397.26		314,969.85
07/01/2022	200,000.00	7479.45		322,449.30
10/01/2022	200,000.00	7561.64		330,010.94
01/01/2023	200,000.00	7561.64		337,552.58
<b>TOTAL (01/01/2023)</b>		<b>\$141,648.58</b>	<b>\$4076.00</b>	<b>\$337,552.58</b>

**EXHIBIT B**